



## User Agreement

THE FOLLOWING SETS FORTH THE TERMS ON WHICH GOLDEN AGE AUCTIONS OFFERS ACCESS TO OUR SERVICE. USE OF THIS SERVICE CONSTITUTES USER'S AGREEMENT WITH THE TERMS AND CONDITIONS AS DESCRIBED. WE RESERVE THE RIGHT TO MODIFY OR CHANGE THESE CONDITIONS AT ANY TIME.

### **AUCTION BIDDING PROCEDURES & RULES**

1) **REGISTRATION:** All bidders must register to receive a User ID and Password in order to bid online. You can register online by clicking on the "Register" link found on various pages throughout our web site. Once registered, your User ID and Password will be valid for future Golden Age Auctions sales. Internet registration is available 24 hours, however, final credit approval may take up to 72 hours to complete. Accordingly, bidders need to register PRIOR to the closing date. Bidder registration on the auction closing date will be at the discretion of Golden Age Auctions management and will be limited on a case-by-case basis. Any restrictions on the amounts new bidders may bid will be made at the discretion of the auction management. New bidders may be asked to provide credit card information as guarantee of payment.

2) **BIDDING:** Bidding begins immediately upon the launch of the auction on our web site. Preliminary bidding will end at 8:00 PM Eastern Time on the auction closing date. To bid on a lot after 8:00 PM Eastern Time you must have placed a bid on that lot prior to 8:00 PM Eastern Time. Thus, if you are the only bidder on a lot at 8:00 PM Eastern Time on the auction closing date, the auction software will disallow additional bidding for that lot and you will be declared the winner. Bidding prior to 8:00 PM, Eastern Time as well as after 8:00 PM, Eastern Time (the latter regulated by the Lot-By-Lot 30 Minute Rule), may occur in any of the following ways: Online Bidding - Online bidding for registered users who have obtained a User ID and Password is available 24 hours, 7 days a week. Beginning at 8:00 PM Eastern Time on the auction closing date, bidding will be extended in accordance with the terms of the "Lot-By-Lot 30-Minute Rule". After 8:00 PM Eastern Time, LOTS CLOSE INDIVIDUALLY! Every lot is given its own 30:00 min clock and the lot-by-lot countdown starts at the 8:00 PM Eastern Time. Place a bid on a lot, and the individual lot clock will reset to 30:00 min. When any clock counts down to 0:00, that lot will close and not allow further bidding. Golden Age Auctions does not accept faxed or emailed bids.

Golden Age Auctions reserves the right to close the auction at any time for any reason after 2am Eastern, with, or without notice, even if the 30 minute rule still shows time left.

3) The auction software identifies each item that has a "Reserve". This is the minimum price at which the lot will be sold. On the final day of an auction, all lots that read, "**Reserve Not Met**" on the goldenageauctions.com site may be set (by the auction house only) to one bid increment below the Reserve so that the next eligible bid will meet the Reserve price at which time the auction lot will read, "**Reserve Met**".

4) Bidding increases will be accepted in increments of 10% above the current high. There are no exceptions to the bid raise amounts.

5) **A 20% buyer's premium will be added to all winning bids.** For example, the winner of a lot selling for a high bid of \$1000 will be billed \$1200 (plus shipping charges and sales tax, if applicable).

6) By placing an "Auto Bid" you are Golden Age Auctions to bid competitively on your behalf, up to but not over your specified limit. "Auto Bids" must be calculated in 10% increments and do not include the 20% buyer's premium. Your confidential "Auto Bid" will be implemented incrementally, only if necessary, to the dollar amount authorized and no further.

7) Opening Bids and Reserve Amounts. Each lot in this Auction is accompanied by an opening bid (meaning a minimum bid amount). Select lots may have a confidential reserve placed on them by the consignor, which means that the lot will not be sold until a bidder bids an amount equal or greater than the reserve amount. A reserve is set by the consignor (not by Golden Age) when the consignor determines that the value of a lot is such that they are not willing to sell the lot if its sale price does not attain the reserve amount. The reserve notification may not post to a lot until the Auction is in progress and as late in the Auction as on or about 48 hours prior to the start of Extended Hours Bidding at 9:00 PM ET the day the auction closes. Check back before the start of Extended Hours Bidding (i.e., prior to 8:00 PM ET that day the auction closes) to see any applicable reserve. The absence of a reserve when the Auction commences and early in the Auction process should not be interpreted as there being no reserve applicable. Lots subject to a reserve will be clearly designated as subject to a reserve (or using similar language) on their individual pages online in accordance with the timeline posted above. Until such time that the confidential reserve is met, the lot page will display "Reserve Not Met" directly underneath the current bid. Bidders may continue to bid on such lots using all available bid increments. Once the confidential reserve is met, the status of the lot will change to "Reserve Met" on the lot's online page. Reserve amounts will not be disclosed online but may be available upon request unless the consignor has restricted disclosure.

8) **BID STATUS NOTIFICATION:** When a bidder is outbid by telephone or Internet bid, an email will be sent notifying that bidder that they have been topped. Notification as such is intended to provide bidders in the timeliest manner possible with information regarding their bids' changed status. This outbid notice is simply offered as an additional service, and should not be relied upon when determining whether you remain the high bidder on any lot.

9) Inquiries concerning condition are strongly advised. Internet pictures should NOT be used to determine condition or grade as in some instances pictures have been cropped or enlarged in order to provide the best possible representation of an item within the scale restrictions of the medium. We will be happy to provide detailed descriptions and as much additional information as is needed for the potential bidder to make an informed decision. Email inquiries regarding condition as well as viewing appointments must be made within one week of the auction closing date. Due to the heavy volume of emails on the auction closing date, condition inquiries will NOT be considered on the auction closing date.

may be made by cash, check, PayPal, ACH, or wire. All personal checks will be held for 10 days before merchandise is approved for shipment. Credit Cards are accepted via PayPal. All unpaid invoices 30 days after an auction has concluded are subject to a 1 1/2% late fee per month. If you have items that were consigned to the auction, when settling up your account, you agree that balances due can be offset by items purchased in the auction.

12) RETURN POLICY: Collecting golf memorabilia is a hobby, not an exact science. Golden Age Auctions goes to great lengths to research items in our auctions, but the information presented cannot be guaranteed. Therefore, we accept returns only in the case of a major error in our description. We must be notified in writing within 24 hours of your receipt of the item. Due to the fact that items are received on consignment, and consignors are paid by Golden Age Auctions shortly after payment is received for said item, Golden Age Auctions cannot accept returns or offer refunds without being notified within this 24 hour period. Golden Age Auctions strives to present only 100% authentic items in our auctions. We are very selective in the third party authenticators that we trust, and only accept items from industry-recognized authenticators, including PSA/DNA, JSA and Golden Age Auctions. However, where an item comes with a certificate of authenticity from one of these industry recognized authenticators, Golden Age Auctions is only representing that that particular authenticator has deemed the item authentic. Due to the subjective nature of the authentication process, Golden Age Auctions is not and cannot be held liable for a differing opinion from any other third party authenticator. Where an item is offered without a certificate of authenticity, it is the bidder's sole responsibility to ensure the items authentication PRIOR to bidding. To assist the bidder in this regard, widely-regarded third party authenticator PSA/DNA offers "quick opinions" on autographed items in our auctions. Golden Age Auctions will also make any such item or lot available for review and inspection, and will gladly provide additional pictures and information upon request.

13) All due diligence, research and authentication must be done PRIOR to the closing date of the auction. Failure to do so or discovery of new information shall not negate the obligation to pay. Golden Age Auctions shall not be responsible for any subsequent info, even if it affects value of the item.

14) Golden Age Auctions is in the business of selling memorabilia. Therefore, we cannot guarantee the condition of any frame or similar packaging or display material. Golden Age Auctions reserves the right to remove memorabilia from its frame/display, regardless of how such item is submitted to Golden Age Auctions or depicted on our site. Golden Age Auctions further reserves the right to remove and discard any frame prior to shipping. In order to protect the memorabilia, unless specifically noted in the auction lot description, no framed items will be shipped with the frame's glass; all glass will be removed and discarded prior to shipping.

15) We reserve the right to accept or refuse a bid by any bidder for any reason.

16) Registrant agrees to automatically receive email notifications relating to the auction, or auction announcements.

17) We are not responsible for any inaccuracies or omissions contained within this website.

18) Placing a bid constitutes acceptance of the above terms.

## **LAWS**

These Terms of Service shall be governed by and construed in accordance with the laws of the state of Florida. All Registered Users of the Golden Age Auctions website, as well as bidders or consignors to any auction agrees to submit to the exclusive jurisdiction of Hillsborough County, Florida. It is further agreed that the State Courts of Florida are the exclusive place of jurisdiction. If any provision(s) of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. If that cannot reasonably be done, such provision shall be severable, and may be stricken without change to remainder of this agreement. This Auction Site's failure to exercise or enforce any rights or provisions of these Terms of Service shall not constitute a waiver of such right or provision unless acknowledged and agreed to by this Auction Site in writing. User and this Auction Site agree that any cause of action arising out of or related to this Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. The section titles in these Terms of Service are provided for reference purposes only and have no legal or contractual significance

## **DESCRIPTION OF SERVICE**

Golden Age Auctions provides its users with an Internet auction service for the purpose of buying and selling personal property. Users agree to provide certain current, complete, and accurate information about themselves and to maintain and update this information as required to keep it current, complete and accurate. All information requested on original sign up shall be referred to as registration data ("Registration Data"). Furthermore, user grants this Auction Site the right to disclose to third parties certain Registration Data about User and Service membership in the aggregate; however, such disclosures will exclude user's name, mailing address, email address, account and phone number, unless: (1) User expressly directs this Auction Site to disclose such information, or (2) this Auction Site is required to disclose such information by any applicable law or legal process served on this Auction Site.

## **MODIFICATIONS TO TERMS OF SERVICE**

This Auction Site may change these Terms of Service from time to time. User's continued use of the Service constitutes both: (1) their acknowledgment of these Terms of Service and any modifications; and (2) User's agreement to abide and be bound by these Terms of Service and modifications.

## **MODIFICATIONS TO SERVICE**

This Auction Site reserves the right to modify or discontinue the Service with or without notice to user. This Auction Site shall not be liable to users or any third party should this Auction Site exercise its right to modify or discontinue the Service.

## **TERMINATION**

Should user object to any of these Terms of Service or any subsequent modifications thereto or become dissatisfied with the Service in any way, user's only recourse is to: (1) discontinue use of the Service; (2) terminate Service membership; and (3) notify this Auction Site of termination.

## **USER ELIGIBILITY**

Our services are available exclusively to individuals able to form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to minors. Furthermore, this Auction Site reserves the right to refuse service to anyone for any reason whatsoever.

## **REGISTRATION & ACCOUNT SECURITY**

Users agree to provide true and accurate information about themselves in the registration form. If any information provided by user is incomplete or inaccurate, this Auction Site retains the right to terminate user's membership and rights to use the Service. As part of their registration, users will receive a User ID and Password. Users are encouraged to keep their User ID and Passwords private because the foregoing data is the only information needed for purchasing power. Users are responsible for the confidentiality of their User ID and Password as well as for any and all activities that occur under their user ID and password-protected account. User agrees to immediately notify this Auction Site of any unauthorized use of their User ID or Password or any other breach of security known to user.

## **USER CONDUCT**

User is solely responsible for the contents of his or her transmissions through the Service. Use of the Service is subject to all applicable local, state, national and international laws and regulations. Attempts to gain unauthorized access to other computer systems are prohibited.

This Auction Site may, at its sole discretion, immediately terminate Service should user's conduct fail to conform to these Terms of Service and User Agreement.

## **OTHER LIMITATIONS**

This Auction Site retains the right, at our sole discretion, to determine whether or not a user's conduct is consistent with the letter and spirit of this Agreement. This Auction Site reserves the right to terminate service if a user's conduct is found to be inconsistent with these Terms of Service and User Agreement.

## **BIDDING AND BUYING**

Golden Age Auctions has the right to establish general practices and limits concerning users' bidding privileges and procedures. A user who has entered the highest accepted bid at the end of an auction is obligated to complete the transaction. Once entered, bids are NOT retractable. This Auction Site and its host are not responsible for bids not being processed or not being accepted due to technical difficulties. Moreover, bid manipulation of any kind is expressly forbidden. A seller is prohibited from placing bids or arranging to have bids placed on behalf of seller, seller's agent or assigns. No shill bidding is allowed. Buyers are prohibited from communicating with each other with the purpose of manipulating the final purchase price of an item. Please note that it is a violation of law to make bids in a false name or with an invalid

payment method, even if our software initially accepts such a bid. Be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us, which can be used by law enforcement officials to identify you. Do not test our auctions with false bids. This puts you at substantial personal legal risk. Fraudulent bidders will be prosecuted to the fullest extent of the law. Currently, both the FBI and the US Secret Service are responsible for investigating all Internet fraud cases.

## **SERVICE INTERRUPTION**

Golden Age Auctions and its host are not responsible for the interruption of service for any reason. In this regard, Golden Age Auctions and its host are not responsible for lost bids – to either the bidder or the consignor/seller. User hereby agrees that lost bids, lost information, service failure and the like are not the responsibility of Golden Age Auctions. Until such time that Golden Age Auctions receives verified payment funds for an item, Golden Age Auctions is not responsible or liable for the completion of any transaction for any reason. Additionally, Golden Age Auctions may choose to cancel any lot or the entire auction for any reason or no reason at all.

## **NON-PAYMENT BY HIGH BIDDER**

Golden Age Auctions is not responsible for non-payment by the high bidder, and is not responsible to offer any such item to any other bidders. In its discretion, Golden Age Auctions may offer to relist such item in a subsequent auction.

## **ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF SERVICE**

As operated by Golden Age Auctions, this auction Service, is provided to you under the foregoing Terms of Service and any operating rules or policies that may be published by this Auction Site. The Terms of Service comprise the entire agreement between User and this Auction Site and supersede all prior agreements between the parties, regarding the subject matter contained herein. By participating in the registration process, you are indicating your agreement to be bound by all of these Terms of Service.

## **DISCLAIMER OF WARRANTIES**

**IN ADDITION TO THE WARRANTIES AND DISCLAIMERS SET FORTH ABOVE, USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS" AND "AS AVAILABLE" BASIS. THIS AUCTION SITE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GOLDEN AGE AUCTIONS MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES GOLDEN AGE AUCTIONS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. GOLDEN AGE AUCTIONS MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR**

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## **USE OF THE SERVICE**

Use of this Service is personal to Member. Member agrees not to resell or make any commercial use of the Service, without the express written consent of Create Auction LLC. Without limiting any other remedies, this Auction Site may terminate your account if you are found (by conviction, settlement, insurance or escrow investigation, or otherwise) to have engaged in fraudulent activity in connection with our site.

## **INDEMNIFICATION**

User agrees to indemnify and hold Golden Age Auctions, its parents, subsidiaries, affiliates, officers and employees, and likewise the host, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of their use of the Service, a breach of this User Agreement, or the infringement by user, or other user of the Service using registered user's computer, of any intellectual property or other right of any person or entity.

## **AFFILIATION**

Golden Age Auctions is in no way affiliated with Augusta National Golf Club, The Masters Tournaments or any related persons or entities. Likewise, unless specified in an auction listing, no items listed for sale on goldenagegolfauctions.com have been consigned to sell by the above referenced entities or anyone affiliated with those entities.

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